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COUNSEL/PARTIES OF RECORD	
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CLERK US DISTRICT COURT DISTRICT OF NEVADA	
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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 PEDRO ROSALES-MARTINEZ,

Case No.: 3:10-cv-00748-MMD-VFC

11
12 Plaintiff,

**STIPULATED PROTECTIVE
ORDER**

13 vs.

14
15 COLBY PALMER, *et al.*,

16
17 Defendants.

18
19 In order to protect the confidentiality of confidential information obtained by the
20 parties in connection with this case, the parties hereby agree as follows:

21 1. Any party or non-party may designate as "confidential" (by stamping the
22 relevant page or other otherwise set forth herein) any document or response to discovery
23 which that party or non-party considers in good faith to contain information involving trade
24 secrets, or confidential business or financial information, subject to protection under the
25 Federal Rules of Civil Procedure or Nevada law ("Confidential Information"). Where a
26 document or response consists of more than one page, the first page and each page on which
27 confidential information appears shall be so designated.

1 2. A party or non-party may designate information disclosed during a deposition
2 or in response to written discovery as "confidential" by so indicating in said response or on
3 the record at the deposition and requesting the preparation of a separate transcript of such
4 material.

5 Additionally a party or non-party may designate in writing, within twenty (20) days
6 after receipt of said responses or of the deposition transcript for which the designation is
7 proposed, that specific pages of the transcript and/or specific responses be treated as
8 "confidential" information. Any other party may object to such proposal, in writing or on the
9 record. Upon such objection, the parties shall follow the procedures described in paragraph
10 8 below.

11 After any designation made according to the procedure set forth in this paragraph, the
12 designated documents or information shall be treated according to the designation until the
13 matter is resolved according to the procedures described in paragraph 8 below, and counsel
14 for all parties shall be responsible for making all previously unmarked copies of the
15 designated material in their possession or control with the specified designation.

16 3. All information produced or exchanged in the course of this case (other than
17 information that is publicly available) shall be used by the party or parties to whom the
18 information is produced solely for the purpose of this case.

19 4. Except with the prior written consent of other parties, or upon prior order of
20 this Court obtained upon notice to opposing counsel, Confidential Information shall not be
21 disclosed to any person other than:

22 (a) counsel for the respective parties to this litigation, including in-house
23 counsel and co-counsel retained for this litigation;

24 (b) employees of such counsel;

25 (c) individual defendants, class representatives, any officer or employee
26 of a party, to the extent deemed necessary by Counsel for the prosecution or defense of this
27 litigation;

1 (d) consultants or expert witnesses retained for the prosecution or defense
2 of this litigation, provided that each such person shall execute a copy of a Certification
3 substantially conforming to the following:

4 (i) CERTIFICATION: I hereby certify my understanding that
5 Confidential Information is being provided to me pursuant to the terms and
6 restrictions of the Protective Order dated _____, in Rosales
7 Martinez v. Palmer *et al.*, Civil No. 3:10-cv-00748-MMD-VPC. I have been
8 given a copy of that Order and read it. I agree to be bound by the Order. I will
9 not reveal the Confidential Information to anyone, except as allowed by the
10 Order. I will maintain all such Confidential Information – including copies,
11 notes, or other transcriptions made therefrom – in a secure manner to prevent
12 unauthorized access to it. No later than thirty (30) days after the conclusion
13 of this action, I will return the Confidential Information – including copies,
14 notes or other transcriptions made therefrom – to the counsel who provided
15 me with the Confidential Information. I hereby consent to the jurisdiction of
16 the United States District Court for the purpose of enforcing the Protective
17 Order;

18 (e) any authors or recipients of the Confidential Information;

19 (f) the Court, Court personnel, and court reporters; and

20 (g) witnesses (other than persons described in paragraph 4(e)). A witness
21 shall sign a Certification conforming to the terms of paragraph 4(d)(i) before being shown a
22 confidential document. Confidential Information may be disclosed to a witness who will not
23 sign the Certification only in a deposition at which the party who designated the Confidential
24 Information is represented or has been given notice that Confidential Information shall be
25 designated “Confidential” pursuant to paragraph 3 above. Witnesses shown Confidential
26 Information shall not be allowed to retain copies.

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1 5. Any persons receiving Confidential Information shall not reveal or discuss
2 such information to or with any person who is not entitled to receive such information, except
3 as set forth herein.

4 6. Unless otherwise permitted by statute, rule or prior court order, papers filed
5 with the court under seal shall be accompanied by a contemporaneous motion for leave to
6 file those documents under seal, and shall be filed consistent with the court's electronic filing
7 procedures in accordance with Local Rule IA 10-5. Notwithstanding any agreement among
8 the parties, the party seeking to file a paper under seal bears the burden of overcoming the
9 presumption in favor of public access to papers filed in court. *Kamakana v. City and County*
10 *of Honolulu*, 447 F.2d 1172 (9th Cir. 2006); *See also, Center for Auto Safety v. Chrysler*
11 *Group, LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016).

12 7. A party may designate as "Confidential" documents or discovery materials
13 produced by a non-party by providing written notice to all parties of the relevant document
14 numbers or other identification within thirty (30) days after receiving such documents or
15 discovery materials. Any party or non-party may voluntarily disclose to others without
16 restriction any information designated by that party or non-party as confidential, although a
17 document may lose its confidential status if it is made public.

18 8. If a party contends that any material is not entitled to confidential treatment,
19 such party may at any time give written notice to the party or non-party who designated the
20 material. The party or non-party who designated the material shall have twenty-five (25)
21 days from the receipt of such written notice to apply to the Court for an order designating the
22 material as confidential. The party or non-party seeking the order has the burden of
23 establishing that the document is entitled to protection.

24 9. Notwithstanding any challenge to the designation of material as Confidential
25 Information, all documents shall be treated as such and shall be subject to the provisions
26 hereof unless and until one of the following occurs:
27

1 (a) the party or non-party claims that the material is Confidential Information
2 withdraws such designation in writing; or

3 (b) the party or non-party who claims that the material is Confidential
4 Information fails to apply to the Court for an order designating the material confidential
5 within the time period specified above after receipt of a written challenge to such designation;
6 or

7 (c) the Court rules the material is not confidential.

8 10. All provisions of this Order restricting the communication or use of
9 Confidential Information shall continue to be binding after the conclusion of this action,
10 unless otherwise agreed or ordered. Upon conclusion of the litigation, a party in the
11 possession of Confidential Information, other than that which is contained in pleadings,
12 correspondence, and deposition transcripts, shall either (a) return such documents no later
13 than thirty (30) days after conclusion of this action to counsel for the party or non-party who
14 provided such information, or (b) destroy such documents within the time period upon
15 consent of the party who provided the information and certify in writing within thirty (30)
16 days that the documents have been destroyed.

17 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to
18 the use of documents at trial.

19 12. Nothing herein shall be deemed to waive any applicable privilege or work
20 product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure
21 of material protected by privilege or work product protection.

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1 13. Any witness or other person, firm or entity from which discovery is sought
2 may be informed of and may obtain the protection of this Order by written advice to the
3 parties' respective counsel or by oral advice at the time of any deposition or similar
4 proceeding.

5 **SO STIPULATED:**

6 Dated: March 7, 2019

7 Dated: March 7, 2019

8 /s/ L. Edward Humphrey

9 /s/ Mark W. Dunagan

10 **HUMPHREY LAW PLLC**

11 **KARL S. HALL**

12 L. Edward Humphrey, Esq.
13 Attorney for Plaintiff Pedro Rosales
14 Martinez

15 **RENO CITY ATTORNEY**
16 Mark W. Dunagan, Esq.,
17 Deputy City Attorney
18 Attorneys for Defendants Colby Palmer and
19 Rick Ayala

20 **ORDER**

21 The matter of this Stipulated Protective Order having come before this Court by
22 stipulation of the parties and for good cause appearing,

23 **IT IS SO ORDERED.**

24 Dated: 3/13, 2019

25 
26 United States Magistrate Judge